

## **CONTRACT SERVICES AGREEMENT**

THIS CONTRACT SERVICES AGREEMENT (the "Agreement") dated this 5<sup>th</sup> day of May, 2011 ("Effective Date"):

Between: **IMOGO MOBILE TECHNOLOGIES CORP.** having its business address at 203-4211 Kingsway, Burnaby, BC V5H 1Z6

("IMOGO")

And: **CAVALIERE FINANCIAL & MANAGEMENT INC.**, (represented by Renato Cavaliere, President/Owner) having an address at 11127 163A Street, Surrey, BC V4N 4R8.

("CFMI" and/or "Renato")

**WHEREAS** IMOGO wishes to engage Renato Cavaliere as a President for IMOGO through a three month contractual agreement with CFMI in accordance with the terms and conditions herein;

**NOW THEREFORE** with the consideration and mutual covenants contained herein, the parties agree that the following terms and conditions shall apply to the relationship:

### **EMPLOYMENT**

1. IMOGO hereby contracts with CFMI to name Renato Cavaliere as President for IMOGO for a three month contractual period. He is to undertake the duties and responsibilities described in Schedule A attached hereto ("Duties and Responsibilities") in accordance with the terms of this Agreement effective March 21<sup>st</sup>, 2011.
2. Renato shall report to the CEO and Board of Directors (BOD) in the performance of the Duties and Responsibilities herein under.
3. The term of this Agreement shall be for a twelve month period ending July 31, 2012. ("Term") and may be renewed or modified upon mutual agreement of both parties.

### **COMPENSATION**

4. IMOGO shall pay CFMI a monthly fee of ten thousand five hundred dollars until September 30, 2011 based on three days or 24 hours of work per week or until certain revenues are achieved, whichever comes first. If certain revenues are achieved prior to September 30, 2011 then the compensation will immediately increase to thirteen

  
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thousand five hundred dollars. On October 1, 2011 IMOGO shall pay CFMI a monthly fee of twenty thousand dollars per month for the remainder of this contract. During this time, all business expenses including but not limited to cell phone, parking, and car allowance are to be paid by IMOGO and will be billed by CFMI on a monthly basis.

5. Further compensation increases shall be based on agreed to performance milestones and approval of the CEO and/or BOD.
6. With regard to securing orders and business arrangements that result in revenues, private placement investment and investment financing that is a result of or directly attributed to the efforts of Renato and CFMI, Imogo shall pay CFMI a finder's fee of up to 10% of the net funds received and being on bank deposit. The finder's fee compensation percentage will vary based on the transaction structure and any additional fees or compensation to third parties that may be required for each individual business transaction.
7. Imogo agrees that Renato/CFMI will be issued common shares and offered stock options upon a mutually agreed upon schedule as per Appendix 1.
8. After a full twelve month period with IMOGO, CFMI or Renato will be entitled to other benefits as may be offered to the employees of IMOGO by the Board.
9. IMOGO shall also pay Renato/CFMI for any reasonable out-of-pocket expenses arising from the performance of the Duties and Responsibilities in accordance with IMOGO's corporate policies and procedures and Renato/CFMI shall provide a monthly summary of expenses with receipts to IMOGO. These expenses include but are not limited to cell phone, parking, mileage and car allowance.

#### INTELLECTUAL PROPERTY, NON-COMPETITION AND CONFIDENTIALITY

10. CFMI agrees that all right, title, and interest in and to intellectual property, including but not limited to all technical reports, business processes, business methods, know-how, designs, drawings, and financial, commercial or technical information in any form, written materials, data bases, plans, diagrams, drawings, models, and other things which he may conceive, develop or contribute to or reduce to practice arising from the performance of the Duties and Responsibilities by Renato as President of IMOGO which: (a) relates, directly or indirectly, to IMOGO's present or foreseeable business, research or development; or (b) results from work performed by him for IMOGO; or (c) is created or made using any equipment, supplies, facilities, resources, or confidential information of IMOGO, whether or not made during or after office hours, or on, or off IMOGO's premises, or alone or with others is hereinafter referred to as the "Developments". These Developments shall be the sole property of IMOGO and its assigns, and IMOGO and its assigns shall be the sole owner of all intellectual property rights, including but not limited to copyrights, trade marks (word marks, design marks, certification or service marks), trade secrets, and other rights in connection therewith the Developments. Renato agrees to assign, grant and convey to IMOGO any rights Renato may have or acquire in the intellectual property and intellectual property rights of the Developments and where applicable to ensure Renato has executed appropriate assignments. Renato irrevocably and unconditionally waives any moral rights he may

have now or in the future in any Developments and to ensure that Renato executes all appropriate waives any and all moral rights in favour of IMOGO. Renato further agrees, as to all such intellectual property and intellectual property rights, to assist IMOGO in every proper way (at IMOGO's expense) to obtain and from time to time enforce copyrights, trade marks, trade secrets, or other protection, on said intellectual property in any and all countries, and to that end he will execute all documents for use in applying for and obtaining such protection and enforcing same, as IMOGO may desire, together with any assignments thereof to IMOGO or persons designated by it.

11. Renato agrees to perform the Duties and Responsibilities in accordance with generally accepted industry standards and during the term of this Agreement not to engage in any other business activity that would directly or indirectly compete or conflict with the business of IMOGO.
12. Renato agrees to be bound by the confidentiality policies and procedures of IMOGO, and that Renato will execute any and all instruments to protect the confidential information of IMOGO.

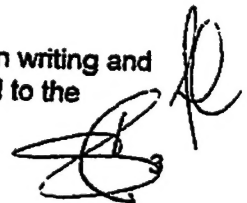
#### **TERMINATION**

13. This Agreement if for a twelve months ending July 31, 2012. Either party may terminate the arrangement with ninety (90) days written notice.
14. This Agreement will terminate immediately in the event of cessation of business, bankruptcy or insolvency of IMOGO or for just cause in the event that the CEO believes that CFMI has acted in a manner that is illegal or fundamentally breached its obligations under this Agreement. In the event that the Agreement is terminated for just cause by the CEO, then CFMI shall be not be entitled to any further payment of the Salary.
15. In the event of termination for any reason, CFMI agrees to return all materials and documentation relating to IMOGO's business, work or investigations prepared, used or possessed by him or under his control arising from the performance of the Duties and Responsibilities which will be and remain the sole and exclusive property of IMOGO.

#### **GENERAL TERMS**

16. Obligations – CFMI will bill IMOGO on a bi-monthly basis for services rendered at the rate discussed above. CFMI will be responsible for the payment of all taxes including WCB income tax and other applicable taxes associated with payroll. CFMI will send in a monthly tally of expenses to be paid.
17. Entire Agreement - This Agreement and the schedules attached hereto contain all the terms and conditions relating to the employment of CFMI with IMOGO and supersede all previous agreements relating thereto.
20. Amendments and Modifications - Any further amendment, modification or variation hereof shall be valid only if it is in writing signed by all the parties hereto.
21. Notices - Formal notices required or permitted by this Agreement shall be in writing and shall be delivered by email, hand, by facsimile, or by double registered mail to the

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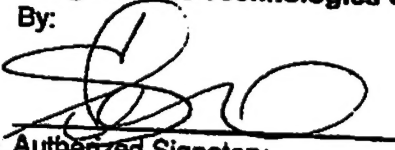


addresses provided hereinunder.

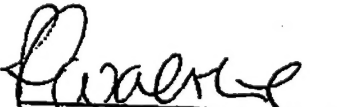
22. **Governing Law** - This Agreement and all matters arising hereunder shall be interpreted and construed in accordance with the laws of the Province of British Columbia and the laws of Canada as applicable. The parties to this Agreement consent to the jurisdiction of the Supreme Court of British Columbia and the Federal Court of Canada as applicable.
23. **No Assignment** - This Agreement and the rights and obligations herein shall not be assigned by Renato to any other party without the express written consent of IMOGO and any attempted assignment shall be considered to be void and of no force and effect.
24. **Enurement** - This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.
25. **Survival** - The obligations hereinunder respecting the ownership and use of intellectual property and confidentiality survive the termination of this Agreement.
26. **Counterparts** - This Agreement may be executed in counterparts by the parties, each of which shall constitute an original instrument for the purposes of this Agreement.

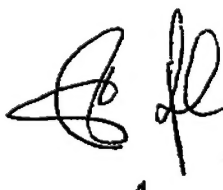
Dated at Vancouver, British Columbia, this 5<sup>th</sup> day of May, 2011.

ACCEPTED AND AGREED TO:  
Imogo Mobile Technologies Corp.  
By:

  
Authorized Signatory

ACCEPTED AND AGREED TO:  
By: Renato Cavaliere, President/Owner, CFMI



  
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## SCHEDULE A

### DUTIES AND RESPONSIBILITIES OF THE PRESIDENT

The President will be responsible for the coordination and execution of all the operations, sales, marketing, technology and research and development, staff and personal projects related to the Imogo business solutions for Imogo Mobile Technologies Corp. (the "Company"). The President will report to the CEO and BOD and will have his performance based on the goals, milestones, objectives and priorities as mutually agreed upon.

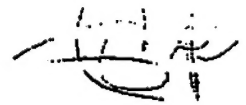
The roles and responsibilities of the President shall include but not be limited to the following items:

- Design end-to-end business solutions and services to achieve the organization's business objectives.
- Develop and implement an efficient process to meet business requirements within prescribed timeframe.
- Oversee all operations, employees, staff and contractors performance of and operations to ensure products and services are delivered with the budget and timeframe.
- Manage all IT projects and technology development to and ensure compliance to all budgets and deliver project as per schedule.
- Develop and implement business optimization strategies within budget and schedule.
- Provide effective production support to resolve any issues with service providers to minimize risk factors.
- Manage all communication and negotiate with vendor agencies to obtain IT solutions at best values and benefits.
- Ensure that all lines of business within an organization are running efficiently and within the budget set forth by the CEO, board of directors and finance director.
- Devise a strategic plan with an emphasis on cost management that will generate revenues, create new opportunities for business create a market share advantage and help the company to remain competitive in the marketplace.
- The company president will work closely and in direct alignment with the strategic mergers and acquisitions department to spot opportunities in the marketplace wherein the company may be in a position to acquire a business or a competitor, over others.
- Work with the CEO to oversee the company's investor relations department, shareholder and public communications, financial statements, analyst conference calls, creating company and performance objectives, evaluating high- or low-performing businesses and teams, appearing in news media to proactively represent the company, attending

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and participating in special events for or to generate new business with clients and having a strong managerial presence in all operations.

- Assist in developing philanthropic projects



## APPENDIX 1 – PERFORMANCE MILESTONES

This schedule is as follows:

1. 100,000 shares will be signed over on August 1, 2011 to CFMI. ~~These will come from Stewart Irvine's escrow account.~~
2. When the company hits the breakeven point, CFMI will automatically be awarded 5% of the company inclusive of the 100,000 shares issued. Breakeven is defined as achieving a Gross Margin of \$100,000 per month.
3. 180 days after breakeven as defined in point 2 above, CFMI will be awarded 5% based on certain measureable objectives to be determined with the CEO
4. 180 days after point 3 above, an additional 5% will be awarded to CFMI based on certain measureable objectives to be determined with the CEO
5. IMOGO will guarantee that CFMI will own equity in the company that will never be diluted below 15% of the outstanding shares. These shares cannot be diluted to a lower percentage.

A handwritten signature in black ink, consisting of a stylized, cursive letter 'E' followed by a checkmark-like flourish.

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## SCHEDULE B - CONFIDENTIALITY AGREEMENT

WHEREAS the Confidentiality Agreement (hereinafter "Agreement") is provided to Renato by IMOGO of Imogo Mobile Technologies Corp. ("IMOGO") as defined in this Agreement and provided to Renato ("Renato") in her capacity, as the President for IMOGO;

WHEREAS this confidential information must be kept confidential as it is an extremely valuable asset to IMOGO's business' services and products.

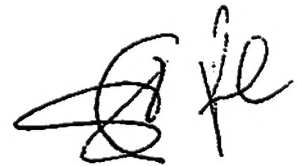
THEREFORE in consideration of the disclosure of the confidential information associated with the employment contract, the compensation received Renato from IMOGO from time to time, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Employee agrees as follows:

### A. DEFINITION OF CONFIDENTIAL INFORMATION

1. Renato agrees that in this Agreement, "Confidential Information" means information relating to existing and potential services and products, past, current and planned research, client and other databases, software programs, source documents and development tools, information concerning business plans, budgets, unpublished financial statements, skills and compensation of other employees, distribution, marketing, pricing and sales policies, costing information, costing techniques, costing concessions, IMOGO, Renato's and addresses of customers, buying habits and preferences of customers, and addresses of suppliers and prices charged by suppliers and published or unpublished intellectual property, including but not limited to patents, copyright, trademarks, trade secrets, and industrial designs which may be disclosed in the course of the performance of the Duties and Responsibilities which is not generally known or ascertainable. Renato acknowledges that the foregoing is intended to be illustrative and that other confidential information may exist or arise in the future.
2. Confidential Information does not include information which Renato establish was: known to them before it was disclosed to them by IMOGO and before it was developed by them for IMOGO; obtained by them from a third party on a non-confidential basis; or known to the public by means other than the breach of this Agreement, but only after that information has become known to the public.

### B. DEFINITION OF PERMITTED ACTIVITIES

1. Renato agrees that any use of Confidential Information disclosed to Renato by IMOGO shall be for the sole purpose of completing the Duties and Responsibilities and Renato's roles and responsibilities as President.
2. Renato agrees not to use the Confidential Information, or any part of it, for any other purpose whatsoever except for IMOGO business.

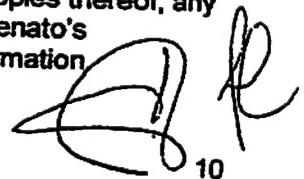


C. NATURE OF THE CONFIDENTIAL RELATIONSHIP

1. Renato's relationship with IMOGO creates a relationship of confidence and trust between Renato and IMOGO with respect to any information:
  - (a) applicable to the business of IMOGO; or
  - (b) applicable to the business of any client or customer of IMOGO which may be made known to Renato by IMOGO or by any client or customer of IMOGO.
2. IMOGO possesses and will continue to possess information that has been created, discovered, developed, or otherwise become known to IMOGO and/or in which property rights have been assigned or otherwise conveyed to IMOGO, which information has commercial value to IMOGO. All such information is called "Confidential Information" in this Agreement.

D. NON-DISCLOSURE

1. At all times, both during and after Renato's agreement with IMOGO, Renato will keep in confidence and trust all Confidential Information. Renato will not use or disclose any Confidential Information for Renato's own benefit or for any other purpose, except as authorized in writing by IMOGO and only as necessary to perform Renato's obligations to IMOGO
2. Renato shall not (except in accordance with his Duties and Responsibilities or as expressly permitted by IMOGO in writing) at any time subsequent to Renato's agreement with IMOGO:
  - (a) disclose, or authorize the disclosure, to anyone other than authorized officers or employees of IMOGO any Confidential Information of IMOGO;
  - (b) use for non- IMOGO purposes or other non-permitted purposes any of IMOGO's Confidential Information or Confidential Information of its affiliates or related companies worldwide or any information disclosed to IMOGO by a third party in circumstances which oblige IMOGO to protect such information from unauthorized use and/or disclosure.
3. Except upon the express authorization or direction by IMOGO, Renato shall not at any time after the employment agreement with IMOGO is terminated, for any reason or cause, disclose to or discuss with any other person in any manner any Confidential Information or anything directly relating thereto, except as may be necessary in the ordinary course of performing Renato's roles and responsibilities for IMOGO.
4. If Renato's agreement expires or is terminated by IMOGO for any reason, or upon IMOGO's written request, whichever is first, Renato will promptly deliver to IMOGO all documents, data and any other materials, of any nature, pertaining to IMOGO, any information or materials provided to Renato by IMOGO, including all copies thereof, any materials arising out of the foregoing and all materials of any kind in Renato's possession or control which contain or pertain to any Confidential Information



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E. OWNERSHIP OF CONFIDENTIAL PROPERTY

All Confidential Information shall be the sole property of IMOGO and its assigns. IMOGO and its assigns shall be the sole owner of all patents, copyrights, industrial design registrations and other rights respecting Confidential Information. Renato hereby assigns to IMOGO any and all rights Renato may have or acquire in any Confidential Information.

F. BREACH

Renato acknowledges that due to the special character of the Confidential Information and of Renato's involvement therewith, a breach of Renato's obligations under this Agreement would be so injurious to IMOGO that monetary damages would not be an adequate remedy. In the event of a breach or a threatened breach of any term of this Agreement by Renato, IMOGO shall, in addition to and not in substitution for any other remedy at any time available to it in respect of such breach or threatened breach, be entitled to injunctive relief that restrains Renato or any other person from committing or continuing such breach, without showing or providing any actual or threatened damage to IMOGO notwithstanding any rule of law or equity to the contrary.

Renato agrees that she will not oppose any application by or on behalf of IMOGO to the courts for an injunction or other equitable remedies to enforce the provisions of this agreement on the basis that damages would be a satisfactory or sufficient remedy. The various rights and remedies of IMOGO herein are cumulative and are in addition to any rights it may otherwise have in law or equity. Renato agrees that her sole and exclusive remedy against IMOGO will be limited to monetary damages and Renato will not make any claim in respect of any rights to or interest in any Company Confidential Information or Developments. No claim or cause of action by Renato against IMOGO whether predicated on this agreement or otherwise, shall constitute a defense or bar to the enforcement by IMOGO of the covenants and/or restrictions set out in this agreement.

G. ACKNOWLEDGMENT

Renato acknowledges that the restrictions and prohibitions herein are reasonable and proper based on (i) the nature of IMOGO's business, and (ii) the fact that knowledge of IMOGO's business and Company Confidential Information will be acquired by Renato through his agreement with IMOGO and the disclosure and use of such would be of benefit to a like or similar business and prejudicial to IMOGO.

H. GENERAL

1. The headings in this Agreement do not form part of this Agreement and shall not be used to construe the meaning of any term of this Agreement.
2. This Agreement shall be effective as of the first day of the Management Services Agreement or this Agreement or on the first day that Renato receives a disclosure of any of the Confidential Information, whichever is first.
3. This Agreement shall be binding upon Renato, Renato's heirs, executors, and administrators and shall enure to the benefit of IMOGO, its successors, and assigns.

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Renato is not at liberty to assign Renato's obligations under this Agreement.

5. If any provision of this Agreement or any part of any provision of this Agreement is held by a court of competent jurisdiction, after appeals therefrom have been exhausted, to be unenforceable then the remainder of this Agreement shall continue to be of full force and effect.
6. This Agreement shall be governed and construed according to the law of the Province of British Columbia.
7. This Agreement constitutes the entire agreement between the parties with respect to confidentiality. Any amendments to this Agreement must be in writing and agreed to by the parties.
8. Renato's obligations under this agreement shall apply both during the term of Renato's agreement with IMOGO and thereafter without limitation in time (unless otherwise specified herein) and shall survive the variation, renewal, extension or termination of this Agreement or Renato's agreement with IMOGO.
9. This Agreement shall enure to the benefit of and be binding upon each party and its heirs, executors, administrators, successors and assigns.
10. This Agreement shall supersede any and all previous oral or written communications, discussions or agreements between Renato and IMOGO relating to the general subject matter addressed herein.
11. Renato shall reaffirm this Agreement or execute such further or other agreements with respect to the general subject matter addressed herein as IMOGO or an Affiliate Company may from time to time require.

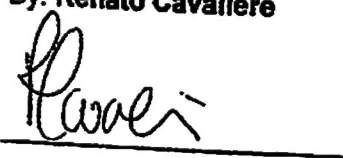
**MY SIGNATURE HEREUNDER INDICATES UNDERSTANDING AND ACCEPTANCE OF THE ABOVE AND AN ACKNOWLEDGMENT OF RECEIPT OF A COPY OF THIS AGREEMENT.**

Dated at Vancouver, British Columbia, this 5<sup>th</sup> day of May, 2011

ACCEPTED AND AGREED TO:  
Imogo Mobile Technologies Corp.  
By:

  
Authorized Signatory

ACCEPTED AND AGREED TO:  
By: Renato Cavaliere

  
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